

**MEMORANDUM OF AGREEMENT**  
**BY AND BETWEEN**  
**KING COUNTY AND THE**  
**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES**  
**LOCAL 1652R – INDUSTRIAL AND HAZARDOUS WASTE**

With acknowledgment of the WTD Productivity Pilot Program partnership between King County and WSCCCE Local 1652R, and with acknowledgment of the final implementation of the King County Classification/Compensation Project for the bargaining unit, King County and the Union (the parties) agree to implementation of the Information Technology Classifications and pay range adjustments for the Industrial Waste Compliance Specialist series. For these bargaining unit employees (employees), the following procedures shall apply:

**1. Effective Date of Pay Adjustments**

The parties agree that the pay adjustments associated with implementing the new job classes and pay ranges set forth in attached Addendum A shall be effective as follows:

A. Effective January 1, 2006, the parties agree to pay range step placement on to the new pay ranges and job classes for all eligible regular full-time, regular part-time and temporary employees doing the work of the job classifications listed in attached Addendum A.

**2. New King County Pay Range**

The parties agree the Industrial Waste Compliance Specialist series and the newly adopted Information Technology job classifications shall be compensated at the established pay ranges negotiated by and between the parties as listed in Addendum A. These pay ranges are associated with a squared, 10-step wage pay plan. The ranges provide compensation for all duties identified by the classification specification for the position. To the extent an individual previously received premium pay or special duty pay for the performance of duties which are included in the new classification, such duties are fully compensated by the ranges identified in Addendum A and no additional premium or special duty pay will be provided for the performance of such duties. Each classification's FLSA designation is listed in Addendum A.

A. Employees allocated to positions that are exempt from the overtime provisions

of the Fair Labor Standards Act (“FLSA”) shall be paid rates on the “10 Step FLSA-Exempt Squared Salary Schedule.”

**B.** Employees allocated to positions that are FLSA non-exempt<sup>1</sup> shall be paid rates on the “10 Step Hourly Squared Wage Schedule.”

### **3. Initial Step Placement**

Employees shall be placed on the new salary ranges as follows:

**A. Employees moving to hourly job classifications.** Employees shall be placed on the first step on the applicable squared wage schedule for hourly employees providing a minimum of a 2.4% increase over their former actual base rate of pay.<sup>2</sup>

**B. Employees moving to FLSA-exempt job classifications.** Employees shall be placed on the first step on the applicable squared salary schedule for FLSA-exempt employees providing a minimum of 2.4% increase over their former actual base rate of pay (current annualized base salary).<sup>3</sup>

### **4. Waiver and Complete Agreement**

The parties agree and acknowledge that each has had the opportunity to fully exercise its rights under the law and to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining regarding the implementation of the Information Technology Project pay ranges and pay range adjustments for the Industrial Waste Compliance Specialist series. The results of the exercise of those rights and opportunity are set forth in this Memorandum of Agreement. Further, both parties agree that this Memorandum of Agreement represents a complete settlement which fully and finally resolves all of their differences related to Information Technology Project and Industrial Waste Compliance Specialist series

---

<sup>1</sup> Positions that are FLSA non-exempt are also referred to as “hourly” positions in this Memorandum of Agreement.

<sup>2</sup> This methodology also applies to FLSA-exempt employees. The derived hourly rate is based on the employee’s annual salary and generated for the purpose of calculating step placement. It is understood that changes to rates of pay do not constitute job changes. Furthermore, the step placement methodology will be consistent with Section 3 and promotional guidelines do not apply. Former actual base rate of pay includes COLA for that year regardless of when COLA was applied during that year and implemented retroactively; but excludes merit, special duty, acting, out-of-class, lead, and other types of premium pay.

<sup>3</sup> As for hourly employees, former actual base rate of pay (current annualized base salary) includes COLA for that year regardless of when COLA was applied during that year and implemented retroactively; but excludes merit, special duty, acting, out-of-class, lead, and other types of premium pay.

Classification/Compensation issues, including but not limited to working out-of-class, special duty, acting pay, overtime compensation, and any other pay related to classification.

This Memorandum of Agreement does not preclude an individual allocated to one of the new Information Technology Classifications from appealing the classification determination. Classification appeals may be processed through the King County classification appeal process after the new Collective Bargaining Agreement between the parties becomes effective. The deadline for filing an appeal will be twenty (20) calendar days after the new Collective Bargaining Agreement is effective.

#### **5. Normal Withholding**

All payments made pursuant to this Memorandum of Agreement shall be subject to regular and legally required withholding.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2006

By \_\_\_\_\_  
King County

---

Diana Prenguber  
Staff Representative  
Washington State Council of County and City Employees,  
Council 2, Local 1652R

---

Rey Verduzco, President  
Washington State Council of County and City Employees,  
Council 2, Local 1652R